

DECISION

**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D.C. 20548

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FILE: B-213603.2

DATE: May 23, 1984

MATTER OF: Priest & Fine, Inc. - Request for
Reconsideration

DIGEST:

Hand-delivered proposal received after time set for receipt of proposals may not be considered under late proposal clause where significant cause of late delivery was protester's failure to allow sufficient time for delivery rather than wrong directions given protester's representative by General Services Administration guard.

Priest & Fine, Inc. (P&F), requests reconsideration of our decision in Priest & Fine, Inc., B-213603, March 27, 1984, 84-1 CPD ___, in which we denied the firm's protest regarding the rejection of P&F's proposal as late by the Department of the Treasury, Internal Revenue Service (IRS). In that decision, we concluded that the late delivery did not result from extraordinary delay or misdirection by government personnel so as to permit an exception to the rule that a late proposal may not be considered for award. P&F argues that the decision did not consider the misdirection given to P&F's employee by the General Services Administration (GSA) guard in the building. In addition, P&F alleges that it was denied due process since a conference was not held until after the contract had been awarded. We affirm our prior decision.

P&F argues that its proposal would have been delivered in a timely fashion but for the misdirection by the GSA guard and that our decision did not consider this issue. Our prior decision, however, did consider this fact. The GSA guards are merely instructed to assist visitors when asked for directions. Although P&F argues that more accurate assistance could have been provided, the GSA guard on duty was not an authorized representative of the contracting officer nor was he charged with directing offerors to the location designated for the submission of hand-carried proposals. See Baeten Construction Co., B-210681, August 12, 1983, 83-2 CPD 203. Under the circumstances, we determined that a significant cause of the late delivery was the protester's failure to allow sufficient time for

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delivery rather than the misdirection by the GSA guard and we see nothing in P&F's request for reconsideration to cause us to reverse our prior decision.

Although P&F complains that a conference was not held until after the contract had been awarded, our Office has no authority to order the withholding of an award in general, or otherwise require that procurement proceedings be delayed or suspended. Adam II, Ltd., B-213225.2, November 21, 1983, 83-2 CPD 604. The disruption of the progress of a procurement is a serious matter and only courts of competent jurisdiction, upon application of strict standards, can restrain the performance of a contract.

Our prior decision is affirmed.

for Shilton J. Jordan
Comptroller General
of the United States